



Rep. André Thapedi

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1 AMENDMENT TO HOUSE BILL 189

2 AMENDMENT NO. _____. Amend House Bill 189 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Code of Civil Procedure is amended by
5 changing Section 9-106 as follows:

6 (735 ILCS 5/9-106) (from Ch. 110, par. 9-106)

7 Sec. 9-106. Pleadings and evidence. On complaint by the
8 party or parties entitled to the possession of such premises
9 being filed in the circuit court for the county where such
10 premises are situated, stating that such party is entitled to
11 the possession of such premises (describing the same with
12 reasonable certainty), and that the defendant (naming the
13 defendant) unlawfully withholds the possession thereof from
14 him, her or them, the clerk of the court shall issue a summons.

15 The defendant may under a general denial of the allegations
16 of the complaint offer in evidence any matter in defense of the

1 action. Except as otherwise provided in Section 9-120, and
2 except in cases arising under paragraphs (7) or (8) of
3 subsection (a) of Section 9-102 or Section 9-104.1, 9-104.2,
4 9-104.3, or 9-111, no matters not germane to the distinctive
5 purpose of the proceeding shall be introduced by joinder,
6 counterclaim or otherwise. However, a claim for rent may be
7 joined in the complaint, and judgment may be entered for the
8 amount of rent found due.

9 (Source: P.A. 90-360, eff. 1-1-98.)

10 Section 10. The Common Interest Community Association Act
11 is amended by changing Sections 1-20 and 1-45 as follows:

12 (765 ILCS 160/1-20)

13 Sec. 1-20. Amendments to the declaration, bylaws, or
14 operating agreement.

15 (a) The administration of every property shall be governed
16 by the declaration and bylaws or operating agreement, which may
17 either be embodied in the declaration or in a separate
18 instrument, a true copy of which shall be appended to and
19 recorded with the declaration. No modification or amendment of
20 the declaration, bylaws, or operating agreement shall be valid
21 unless the same is set forth in an amendment thereof and such
22 amendment is duly recorded. An amendment of the declaration,
23 bylaws, or operating agreement shall be deemed effective upon
24 recordation, unless the amendment sets forth a different

1 effective date.

2 (b) Unless otherwise provided by this Act, amendments to
3 community instruments authorized to be recorded shall be
4 executed and recorded by the president of the board or such
5 other officer authorized by the common interest community
6 association or the community instruments.

7 (c) If an association that currently permits leasing amends
8 its declaration, bylaws, or rules and regulations to prohibit
9 leasing, nothing in this Act or the declarations, bylaws, rules
10 and regulations of an association shall prohibit a unit owner
11 incorporated under 26 USC 501(c)(3) which is leasing a unit at
12 the time of the prohibition from continuing to do so until such
13 time that the unit owner voluntarily sells the unit; and no
14 special fine, fee, dues, or penalty shall be assessed against
15 the unit owner for leasing its unit.

16 (d) No action to incorporate a common interest community as
17 a municipality shall commence until an instrument agreeing to
18 incorporation has been signed by two-thirds of the members.

19 (e) If the community instruments require approval of any
20 mortgagee or lienholder of record and the mortgagee or
21 lienholder of record receives a request to approve or consent
22 to the amendment to the community instruments, the mortgagee or
23 lienholder of record is deemed to have approved or consented to
24 the request unless the mortgagee or lienholder of record
25 delivers a negative response to the requesting party within 60
26 days after the mailing of the request. A request to approve or

1 consent to an amendment to the community instruments that is
2 required to be sent to a mortgagee or lienholder of record
3 shall be sent by certified mail.

4 (Source: P.A. 99-41, eff. 7-14-15.)

5 (765 ILCS 160/1-45)

6 Sec. 1-45. Finances.

7 (a) Each member shall receive through a prescribed delivery
8 method, at least 30 days but not more than 60 days prior to the
9 adoption thereof by the board, a copy of the proposed annual
10 budget together with an indication of which portions are
11 intended for reserves, capital expenditures or repairs or
12 payment of real estate taxes.

13 (b) The board shall provide all members with a reasonably
14 detailed summary of the receipts, common expenses, and reserves
15 for the preceding budget year. The board shall (i) make
16 available for review to all members an itemized accounting of
17 the common expenses for the preceding year actually incurred or
18 paid, together with an indication of which portions were for
19 reserves, capital expenditures or repairs or payment of real
20 estate taxes and with a tabulation of the amounts collected
21 pursuant to the budget or assessment, and showing the net
22 excess or deficit of income over expenditures plus reserves or
23 (ii) provide a consolidated annual independent audit report of
24 the financial status of all fund accounts within the
25 association.

1 (c) If an adopted budget or any separate assessment adopted
2 by the board would result in the sum of all regular and
3 separate assessments payable in the current fiscal year
4 exceeding 115% of the sum of all regular and separate
5 assessments payable during the preceding fiscal year, the
6 common interest community association, upon written petition
7 by members with 20% of the votes of the association delivered
8 to the board within 14 days of the board action, shall call a
9 meeting of the members within 30 days of the date of delivery
10 of the petition to consider the budget or separate assessment;
11 unless a majority of the total votes of the members are cast at
12 the meeting to reject the budget or separate assessment, it
13 shall be deemed ratified.

14 (d) If total common expenses exceed the total amount of the
15 approved and adopted budget, the common interest community
16 association shall disclose this variance to all its members and
17 specifically identify the subsequent assessments needed to
18 offset this variance in future budgets.

19 (e) Separate assessments for expenditures relating to
20 emergencies or mandated by law may be adopted by the board
21 without being subject to member approval or the provisions of
22 subsection (c) or (f) of this Section. As used herein,
23 "emergency" means a danger to or a compromise of the structural
24 integrity of the common areas or any of the common facilities
25 of the common interest community. "Emergency" also includes a
26 danger to the life, health or safety of the membership.

1 (f) Assessments for additions and alterations to the common
2 areas or to association-owned property not included in the
3 adopted annual budget, shall be separately assessed and are
4 subject to approval of a simple majority of the total members
5 at a meeting called for that purpose.

6 (g) The board may adopt separate assessments payable over
7 more than one fiscal year. With respect to multi-year
8 assessments not governed by subsections (e) and (f) of this
9 Section, the entire amount of the multi-year assessment shall
10 be deemed considered and authorized in the first fiscal year in
11 which the assessment is approved.

12 (h) The board of a common interest community association
13 shall have the authority to establish and maintain a system of
14 master metering of public utility services to collect payments
15 in conjunction therewith, subject to the requirements of the
16 Tenant Utility Payment Disclosure Act.

17 (i) An association subject to this Act that consists of 100
18 or more units shall use generally accepted accounting
19 principles in fulfilling any accounting obligations under this
20 Act.

21 (Source: P.A. 96-1400, eff. 7-29-10; 97-605, eff. 8-26-11;
22 97-1090, eff. 8-24-12.)

23 Section 15. The Condominium Property Act is amended by
24 changing Sections 9, 18, 18.4, 19, 27, and 31 and by adding
25 Section 18.10 as follows:

1 (765 ILCS 605/9) (from Ch. 30, par. 309)

2 Sec. 9. Sharing of expenses - Lien for nonpayment.

3 (a) All common expenses incurred or accrued prior to the
4 first conveyance of a unit shall be paid by the developer, and
5 during this period no common expense assessment shall be
6 payable to the association. It shall be the duty of each unit
7 owner including the developer to pay his proportionate share of
8 the common expenses commencing with the first conveyance. The
9 proportionate share shall be in the same ratio as his
10 percentage of ownership in the common elements set forth in the
11 declaration.

12 (b) The condominium instruments may provide that common
13 expenses for insurance premiums be assessed on a basis
14 reflecting increased charges for coverage on certain units.

15 (c) Budget and reserves.

16 (1) The board of managers shall prepare and distribute
17 to all unit owners a detailed proposed annual budget,
18 setting forth with particularity all anticipated common
19 expenses by category as well as all anticipated assessments
20 and other income. The initial budget and common expense
21 assessment based thereon shall be adopted prior to the
22 conveyance of any unit. The budget shall also set forth
23 each unit owner's proposed common expense assessment.

24 (2) All budgets adopted by a board of managers on or
25 after July 1, 1990 shall provide for reasonable reserves

1 for capital expenditures and deferred maintenance for
2 repair or replacement of the common elements. To determine
3 the amount of reserves appropriate for an association, the
4 board of managers shall take into consideration the
5 following: (i) the repair and replacement cost, and the
6 estimated useful life, of the property which the
7 association is obligated to maintain, including but not
8 limited to structural and mechanical components, surfaces
9 of the buildings and common elements, and energy systems
10 and equipment; (ii) the current and anticipated return on
11 investment of association funds; (iii) any independent
12 professional reserve study which the association may
13 obtain; (iv) the financial impact on unit owners, and the
14 market value of the condominium units, of any assessment
15 increase needed to fund reserves; and (v) the ability of
16 the association to obtain financing or refinancing.

17 (3) Notwithstanding the provisions of this subsection
18 (c), an association without a reserve requirement in its
19 condominium instruments may elect to waive in whole or in
20 part the reserve requirements of this Section by a vote of
21 2/3 of the total votes of the association. Any association
22 having elected under this paragraph (3) to waive the
23 provisions of subsection (c) may by a vote of 2/3 of the
24 total votes of the association elect to again be governed
25 by the requirements of subsection (c).

26 (4) In the event that an association elects to waive

1 all or part of the reserve requirements of this Section,
2 that fact must be disclosed after the meeting at which the
3 waiver occurs by the association in the financial
4 statements of the association and, highlighted in bold
5 print, in the response to any request of a prospective
6 purchaser for the information prescribed under Section
7 22.1; and no member of the board of managers or the
8 managing agent of the association shall be liable, and no
9 cause of action may be brought for damages against these
10 parties, for the lack or inadequacy of reserve funds in the
11 association budget.

12 (5) At the end of an association's fiscal year and
13 after the association has approved any end-of-year fiscal
14 audit, if applicable, if the fiscal year ended with a
15 surplus of funds over actual expenses, including budgeted
16 reserve fund contributions, then, to the extent that there
17 are not any contrary provisions in the association's
18 declaration and bylaws, the board of managers has the
19 authority, in its discretion, to dispose of the surplus in
20 one or more of the following ways: (i) contribute the
21 surplus to the association's reserve fund; (ii) return the
22 surplus to the unit owners as a credit against the
23 remaining monthly assessments for the current fiscal year;
24 (iii) return the surplus to the unit owners in the form of
25 a direct payment to the unit owners; or (iv) maintain the
26 funds in the operating account, in which case the funds

1 shall be applied as a credit when calculating the following
2 year's annual budget. If the fiscal year ends in a deficit,
3 then, to the extent that there are not any contrary
4 provisions in the association's declaration and bylaws,
5 the board of managers has the authority, in its discretion,
6 to address the deficit by incorporating it into the
7 following year's annual budget. If 20% of the unit owners
8 of the association deliver a petition objecting to the
9 action under this paragraph (5) within 30 days after notice
10 to the unit owners of the action, the board of managers
11 shall call a meeting of the unit owners within 30 days of
12 the date of delivery of the petition. At the meeting, the
13 unit owners may vote to select a different option than the
14 option selected by the board of managers. Unless a majority
15 of the total votes of the unit owners are cast at the
16 meeting to reject the board's selection and select a
17 different option, the board's decision is ratified.

18 (d) (Blank).

19 (e) The condominium instruments may provide for the
20 assessment, in connection with expenditures for the limited
21 common elements, of only those units to which the limited
22 common elements are assigned.

23 (f) Payment of any assessment shall be in amounts and at
24 times determined by the board of managers.

25 (g) Lien.

26 (1) If any unit owner shall fail or refuse to make any

1 payment of the common expenses or the amount of any unpaid
2 fine when due, the amount thereof together with any
3 interest, late charges, reasonable attorney fees incurred
4 enforcing the covenants of the condominium instruments,
5 rules and regulations of the board of managers, or any
6 applicable statute or ordinance, and costs of collections
7 shall constitute a lien on the interest of the unit owner
8 in the property prior to all other liens and encumbrances,
9 recorded or unrecorded, except only (a) taxes, special
10 assessments and special taxes theretofore or thereafter
11 levied by any political subdivision or municipal
12 corporation of this State and other State or federal taxes
13 which by law are a lien on the interest of the unit owner
14 prior to preexisting recorded encumbrances thereon and (b)
15 encumbrances on the interest of the unit owner recorded
16 prior to the date of such failure or refusal which by law
17 would be a lien thereon prior to subsequently recorded
18 encumbrances. Any action brought to extinguish the lien of
19 the association shall include the association as a party.

20 (2) With respect to encumbrances executed prior to
21 August 30, 1984 or encumbrances executed subsequent to
22 August 30, 1984 which are neither bonafide first mortgages
23 nor trust deeds and which encumbrances contain a statement
24 of a mailing address in the State of Illinois where notice
25 may be mailed to the encumbrancer thereunder, if and
26 whenever and as often as the manager or board of managers

1 shall send, by United States certified or registered mail,
2 return receipt requested, to any such encumbrancer at the
3 mailing address set forth in the recorded encumbrance a
4 statement of the amounts and due dates of the unpaid common
5 expenses with respect to the encumbered unit, then, unless
6 otherwise provided in the declaration or bylaws, the prior
7 recorded encumbrance shall be subject to the lien of all
8 unpaid common expenses with respect to the unit which
9 become due and payable within a period of 90 days after the
10 date of mailing of each such notice.

11 (3) The purchaser of a condominium unit at a judicial
12 foreclosure sale, or a mortgagee who receives title to a
13 unit by deed in lieu of foreclosure or judgment by common
14 law strict foreclosure or otherwise takes possession
15 pursuant to court order under the Illinois Mortgage
16 Foreclosure Law, shall have the duty to pay the unit's
17 proportionate share of the common expenses for the unit
18 assessed from and after the first day of the month after
19 the date of the judicial foreclosure sale, delivery of the
20 deed in lieu of foreclosure, entry of a judgment in common
21 law strict foreclosure, or taking of possession pursuant to
22 such court order. Such payment confirms the extinguishment
23 of any lien created pursuant to paragraph (1) or (2) of
24 this subsection (g) by virtue of the failure or refusal of
25 a prior unit owner to make payment of common expenses,
26 where the judicial foreclosure sale has been confirmed by

1 order of the court, a deed in lieu thereof has been
2 accepted by the lender, or a consent judgment has been
3 entered by the court.

4 (4) The purchaser of a condominium unit at a judicial
5 foreclosure sale, other than a mortgagee, who takes
6 possession of a condominium unit pursuant to a court order
7 or a purchaser who acquires title from a mortgagee shall
8 have the duty to pay the proportionate share, if any, of
9 the common expenses for the unit which would have become
10 due in the absence of any assessment acceleration during
11 the 6 months immediately preceding institution of an action
12 to enforce the collection of assessments, and which remain
13 unpaid by the owner during whose possession the assessments
14 accrued. If the outstanding assessments are paid at any
15 time during any action to enforce the collection of
16 assessments, the purchaser shall have no obligation to pay
17 any assessments which accrued before he or she acquired
18 title.

19 (5) The notice of sale of a condominium unit under
20 subsection (c) of Section 15-1507 of the Code of Civil
21 Procedure shall state that the purchaser of the unit other
22 than a mortgagee shall pay the assessments and the legal
23 fees required by subdivisions (g) (1) and (g) (4) of Section
24 9 of this Act. The statement of assessment account issued
25 by the association to a unit owner under subsection (i) of
26 Section 18 of this Act, and the disclosure statement issued

1 to a prospective purchaser under Section 22.1 of this Act,
2 shall state the amount of the assessments and the legal
3 fees, if any, required by subdivisions (g) (1) and (g) (4) of
4 Section 9 of this Act.

5 (h) A lien for common expenses shall be in favor of the
6 members of the board of managers and their successors in office
7 and shall be for the benefit of all other unit owners. Notice
8 of the lien may be recorded by the board of managers, or if the
9 developer is the manager or has a majority of seats on the
10 board of managers and the manager or board of managers fails to
11 do so, any unit owner may record notice of the lien. Upon the
12 recording of such notice the lien may be foreclosed by an
13 action brought in the name of the board of managers in the same
14 manner as a mortgage of real property.

15 (i) Unless otherwise provided in the declaration, the
16 members of the board of managers and their successors in
17 office, acting on behalf of the other unit owners, shall have
18 the power to bid on the interest so foreclosed at the
19 foreclosure sale, and to acquire and hold, lease, mortgage and
20 convey it.

21 (j) Any encumbrancer may from time to time request in
22 writing a written statement from the manager or board of
23 managers setting forth the unpaid common expenses with respect
24 to the unit covered by his encumbrance. Unless the request is
25 complied with within 20 days, all unpaid common expenses which
26 become due prior to the date of the making of such request

1 shall be subordinate to the lien of the encumbrance. Any
2 encumbrancer holding a lien on a unit may pay any unpaid common
3 expenses payable with respect to the unit, and upon payment the
4 encumbrancer shall have a lien on the unit for the amounts paid
5 at the same rank as the lien of his encumbrance.

6 (k) Nothing in Public Act 83-1271 is intended to change the
7 lien priorities of any encumbrance created prior to August 30,
8 1984.

9 (Source: P.A. 94-1049, eff. 1-1-07.)

10 (765 ILCS 605/18) (from Ch. 30, par. 318)

11 Sec. 18. Contents of bylaws. The bylaws shall provide for
12 at least the following:

13 (a) (1) The election from among the unit owners of a
14 board of managers, the number of persons constituting such
15 board, and that the terms of at least one-third of the
16 members of the board shall expire annually and that all
17 members of the board shall be elected at large; if there
18 are multiple owners of a single unit, only one of the
19 multiple owners shall be eligible to serve as a member of
20 the board at any one time;

21 (2) the powers and duties of the board;

22 (3) the compensation, if any, of the members of the
23 board;

24 (4) the method of removal from office of members of the
25 board;

1 (5) that the board may engage the services of a manager
2 or managing agent;

3 (6) that each unit owner shall receive, at least 25
4 days prior to the adoption thereof by the board of
5 managers, a copy of the proposed annual budget together
6 with an indication of which portions are intended for
7 reserves, capital expenditures or repairs or payment of
8 real estate taxes;

9 (7) that the board of managers shall annually supply to
10 all unit owners an itemized accounting of the common
11 expenses for the preceding year actually incurred or paid,
12 together with an indication of which portions were for
13 reserves, capital expenditures or repairs or payment of
14 real estate taxes and with a tabulation of the amounts
15 collected pursuant to the budget or assessment, and showing
16 the net excess or deficit of income over expenditures plus
17 reserves;

18 (8) (i) that each unit owner shall receive notice, in
19 the same manner as is provided in this Act for membership
20 meetings, of any meeting of the board of managers
21 concerning the adoption of the proposed annual budget and
22 regular assessments pursuant thereto or to adopt a separate
23 (special) assessment, (ii) that except as provided in
24 subsection (iv) below, if an adopted budget or any separate
25 assessment adopted by the board would result in the sum of
26 all regular and separate assessments payable in the current

1 fiscal year exceeding 115% of the sum of all regular and
2 separate assessments payable during the preceding fiscal
3 year, the board of managers, upon written petition by unit
4 owners with 20 percent of the votes of the association
5 delivered to the board within 30 ~~14~~ days of the board
6 action, shall call a meeting of the unit owners within 30
7 days of the date of delivery of the petition to consider
8 the budget or separate assessment; unless a majority of the
9 total votes of the unit owners are cast at the meeting to
10 reject the budget or separate assessment, it is ratified,
11 (iii) that any common expense not set forth in the budget
12 or any increase in assessments over the amount adopted in
13 the budget shall be separately assessed against all unit
14 owners, (iv) that separate assessments for expenditures
15 relating to emergencies or mandated by law may be adopted
16 by the board of managers without being subject to unit
17 owner approval or the provisions of item (ii) above or item
18 (v) below. As used herein, "emergency" means an immediate
19 danger to the structural integrity of the common elements
20 or to the life, health, safety or property of the unit
21 owners, (v) that assessments for additions and alterations
22 to the common elements or to association-owned property not
23 included in the adopted annual budget, shall be separately
24 assessed and are subject to approval of two-thirds of the
25 total votes of all unit owners, (vi) that the board of
26 managers may adopt separate assessments payable over more

1 than one fiscal year. With respect to multi-year
2 assessments not governed by items (iv) and (v), the entire
3 amount of the multi-year assessment shall be deemed
4 considered and authorized in the first fiscal year in which
5 the assessment is approved;

6 (9) (A) that every meeting of the board of managers
7 shall be open to any unit owner, except that the board may
8 close any portion of a noticed meeting or meet separately
9 from a noticed meeting to: (i) discuss litigation when an
10 action against or on behalf of the particular association
11 has been filed and is pending in a court or administrative
12 tribunal, or when the board of managers finds that such an
13 action is probable or imminent, (ii) discuss the
14 appointment, employment, engagement, or dismissal of an
15 employee, independent contractor, agent, or other provider
16 of goods and services, (iii) interview a potential
17 employee, independent contractor, agent, or other provider
18 of goods and services, (iv) discuss violations of rules and
19 regulations of the association, (v) discuss a unit owner's
20 unpaid share of common expenses, or (vi) consult with the
21 association's legal counsel; that any vote on these matters
22 shall take place at a meeting of the board of managers or
23 portion thereof open to any unit owner;

24 (B) that board members may participate in and act at
25 any meeting of the board of managers in person, by
26 telephonic means, or by use of any acceptable technological

1 means whereby all persons participating in the meeting can
2 communicate with each other; that participation
3 constitutes attendance and presence in person at the
4 meeting;

5 (C) that any unit owner may record the proceedings at
6 meetings of the board of managers or portions thereof
7 required to be open by this Act by tape, film or other
8 means, and that the board may prescribe reasonable rules
9 and regulations to govern the right to make such
10 recordings;

11 (D) that notice of every meeting of the board of
12 managers shall be given to every board member at least 48
13 hours prior thereto, unless the board member waives notice
14 of the meeting pursuant to subsection (a) of Section 18.8;
15 and

16 (E) that notice of every meeting of the board of
17 managers shall be posted in entranceways, elevators, or
18 other conspicuous places in the condominium at least 48
19 hours prior to the meeting of the board of managers except
20 where there is no common entranceway for 7 or more units,
21 the board of managers may designate one or more locations
22 in the proximity of these units where the notices of
23 meetings shall be posted; that notice of every meeting of
24 the board of managers shall also be given at least 48 hours
25 prior to the meeting, or such longer notice as this Act may
26 separately require, to: (i) each unit owner who has

1 provided the association with written authorization to
2 conduct business by acceptable technological means, and
3 (ii) to the extent that the condominium instruments of an
4 association require, to each other unit owner, as required
5 by subsection (f) of Section 18.8, by mail or delivery, and
6 that no other notice of a meeting of the board of managers
7 need be given to any unit owner;

8 (10) that the board shall meet at least 4 times
9 annually;

10 (11) that no member of the board or officer shall be
11 elected for a term of more than 2 years, but that officers
12 and board members may succeed themselves;

13 (12) the designation of an officer to mail and receive
14 all notices and execute amendments to condominium
15 instruments as provided for in this Act and in the
16 condominium instruments;

17 (13) the method of filling vacancies on the board which
18 shall include authority for the remaining members of the
19 board to fill the vacancy by two-thirds vote until the next
20 annual meeting of unit owners or for a period terminating
21 no later than 30 days following the filing of a petition
22 signed by unit owners holding 20% of the votes of the
23 association requesting a meeting of the unit owners to fill
24 the vacancy for the balance of the term, and that a meeting
25 of the unit owners shall be called for purposes of filling
26 a vacancy on the board no later than 30 days following the

1 filing of a petition signed by unit owners holding 20% of
2 the votes of the association requesting such a meeting, and
3 the method of filling vacancies among the officers that
4 shall include the authority for the members of the board to
5 fill the vacancy for the unexpired portion of the term;

6 (14) what percentage of the board of managers, if other
7 than a majority, shall constitute a quorum;

8 (15) provisions concerning notice of board meetings to
9 members of the board;

10 (16) the board of managers may not enter into a
11 contract with a current board member or with a corporation
12 or partnership in which a board member or a member of the
13 board member's immediate family has 25% or more interest,
14 unless notice of intent to enter the contract is given to
15 unit owners within 20 days after a decision is made to
16 enter into the contract and the unit owners are afforded an
17 opportunity by filing a petition, signed by 20% of the unit
18 owners, for an election to approve or disapprove the
19 contract; such petition shall be filed within 30 ~~20~~ days
20 after such notice and such election shall be held within 30
21 days after filing the petition; for purposes of this
22 subsection, a board member's immediate family means the
23 board member's spouse, parents, and children;

24 (17) that the board of managers may disseminate to unit
25 owners biographical and background information about
26 candidates for election to the board if (i) reasonable

1 efforts to identify all candidates are made and all
2 candidates are given an opportunity to include
3 biographical and background information in the information
4 to be disseminated; and (ii) the board does not express a
5 preference in favor of any candidate;

6 (18) any proxy distributed for board elections by the
7 board of managers gives unit owners the opportunity to
8 designate any person as the proxy holder, and gives the
9 unit owner the opportunity to express a preference for any
10 of the known candidates for the board or to write in a
11 name;

12 (19) that special meetings of the board of managers can
13 be called by the president or 25% of the members of the
14 board;

15 (20) that the board of managers may establish and
16 maintain a system of master metering of public utility
17 services and collect payments in connection therewith,
18 subject to the requirements of the Tenant Utility Payment
19 Disclosure Act; and

20 (21) that the board may ratify and confirm actions of
21 the members of the board taken in response to an emergency,
22 as that term is defined in subdivision (a)(8)(iv) of this
23 Section; that the board shall give notice to the unit
24 owners of: (i) the occurrence of the emergency event within
25 7 business days after the emergency event, and (ii) the
26 general description of the actions taken to address the

1 event within 7 days after the emergency event.

2 The intent of the provisions of Public Act 99-472
3 adding this paragraph (21) is to empower and support boards
4 to act in emergencies.

5 (b) (1) What percentage of the unit owners, if other
6 than 20%, shall constitute a quorum provided that, for
7 condominiums with 20 or more units, the percentage of unit
8 owners constituting a quorum shall be 20% unless the unit
9 owners holding a majority of the percentage interest in the
10 association provide for a higher percentage, provided that
11 in voting on amendments to the association's bylaws, a unit
12 owner who is in arrears on the unit owner's regular or
13 separate assessments for 60 days or more, shall not be
14 counted for purposes of determining if a quorum is present,
15 but that unit owner retains the right to vote on amendments
16 to the association's bylaws;

17 (2) that the association shall have one class of
18 membership;

19 (3) that the members shall hold an annual meeting, one
20 of the purposes of which shall be to elect members of the
21 board of managers;

22 (4) the method of calling meetings of the unit owners;

23 (5) that special meetings of the members can be called
24 by the president, board of managers, or by 20% of unit
25 owners;

26 (6) that written notice of any membership meeting shall

1 be mailed or delivered giving members no less than 10 and
2 no more than 30 days notice of the time, place and purpose
3 of such meeting except that notice may be sent, to the
4 extent the condominium instruments or rules adopted
5 thereunder expressly so provide, by electronic
6 transmission consented to by the unit owner to whom the
7 notice is given, provided the director and officer or his
8 agent certifies in writing to the delivery by electronic
9 transmission;

10 (7) that voting shall be on a percentage basis, and
11 that the percentage vote to which each unit is entitled is
12 the percentage interest of the undivided ownership of the
13 common elements appurtenant thereto, provided that the
14 bylaws may provide for approval by unit owners in
15 connection with matters where the requisite approval on a
16 percentage basis is not specified in this Act, on the basis
17 of one vote per unit;

18 (8) that, where there is more than one owner of a unit,
19 if only one of the multiple owners is present at a meeting
20 of the association, he is entitled to cast all the votes
21 allocated to that unit, if more than one of the multiple
22 owners are present, the votes allocated to that unit may be
23 cast only in accordance with the agreement of a majority in
24 interest of the multiple owners, unless the declaration
25 expressly provides otherwise, that there is majority
26 agreement if any one of the multiple owners cast the votes

1 allocated to that unit without protest being made promptly
2 to the person presiding over the meeting by any of the
3 other owners of the unit;

4 (9) (A) except as provided in subparagraph (B) of this
5 paragraph (9) in connection with board elections, that a
6 unit owner may vote by proxy executed in writing by the
7 unit owner or by his duly authorized attorney in fact; that
8 the proxy must bear the date of execution and, unless the
9 condominium instruments or the written proxy itself
10 provide otherwise, is invalid after 11 months from the date
11 of its execution; to the extent the condominium instruments
12 or rules adopted thereunder expressly so provide, a vote or
13 proxy may be submitted by electronic transmission,
14 provided that any such electronic transmission shall
15 either set forth or be submitted with information from
16 which it can be determined that the electronic transmission
17 was authorized by the unit owner or the unit owner's proxy;

18 (B) that if a rule adopted at least 120 days before a
19 board election or the declaration or bylaws provide for
20 balloting as set forth in this subsection, unit owners may
21 not vote by proxy in board elections, but may vote only (i)
22 by submitting an association-issued ballot in person at the
23 election meeting or (ii) by submitting an
24 association-issued ballot to the association or its
25 designated agent by mail or other means of delivery
26 specified in the declaration, bylaws, or rule; that the

1 ballots shall be mailed or otherwise distributed to unit
2 owners not less than 10 and not more than 30 days before
3 the election meeting, and the board shall give unit owners
4 not less than 21 days' prior written notice of the deadline
5 for inclusion of a candidate's name on the ballots; that
6 the deadline shall be no more than 7 days before the
7 ballots are mailed or otherwise distributed to unit owners;
8 that every such ballot must include the names of all
9 candidates who have given the board or its authorized agent
10 timely written notice of their candidacy and must give the
11 person casting the ballot the opportunity to cast votes for
12 candidates whose names do not appear on the ballot; that a
13 ballot received by the association or its designated agent
14 after the close of voting shall not be counted; that a unit
15 owner who submits a ballot by mail or other means of
16 delivery specified in the declaration, bylaws, or rule may
17 request and cast a ballot in person at the election
18 meeting, and thereby void any ballot previously submitted
19 by that unit owner;

20 (B-5) that if a rule adopted at least 120 days before a
21 board election or the declaration or bylaws provide for
22 balloting as set forth in this subparagraph, unit owners
23 may not vote by proxy in board elections, but may vote only
24 (i) by submitting an association-issued ballot in person at
25 the election meeting; or (ii) by any acceptable
26 technological means as defined in Section 2 of this Act;

1 instructions regarding the use of electronic means for
2 voting shall be distributed to all unit owners not less
3 than 10 and not more than 30 days before the election
4 meeting, and the board shall give unit owners not less than
5 21 days' prior written notice of the deadline for inclusion
6 of a candidate's name on the ballots; the deadline shall be
7 no more than 7 days before the instructions for voting
8 using electronic or acceptable technological means is
9 distributed to unit owners; every instruction notice must
10 include the names of all candidates who have given the
11 board or its authorized agent timely written notice of
12 their candidacy and must give the person voting through
13 electronic or acceptable technological means the
14 opportunity to cast votes for candidates whose names do not
15 appear on the ballot; a unit owner who submits a vote using
16 electronic or acceptable technological means may request
17 and cast a ballot in person at the election meeting,
18 thereby voiding any vote previously submitted by that unit
19 owner;

20 (C) that if a written petition by unit owners with at
21 least 20% of the votes of the association is delivered to
22 the board within 30 ~~14~~ days after the board's approval of a
23 rule adopted pursuant to subparagraph (B) or subparagraph
24 (B-5) of this paragraph (9), the board shall call a meeting
25 of the unit owners within 30 days after the date of
26 delivery of the petition; that unless a majority of the

1 total votes of the unit owners are cast at the meeting to
2 reject the rule, the rule is ratified;

3 (D) that votes cast by ballot under subparagraph (B) or
4 electronic or acceptable technological means under
5 subparagraph (B-5) of this paragraph (9) are valid for the
6 purpose of establishing a quorum;

7 (10) that the association may, upon adoption of the
8 appropriate rules by the board of managers, conduct
9 elections by secret ballot whereby the voting ballot is
10 marked only with the percentage interest for the unit and
11 the vote itself, provided that the board further adopt
12 rules to verify the status of the unit owner issuing a
13 proxy or casting a ballot; and further, that a candidate
14 for election to the board of managers or such candidate's
15 representative shall have the right to be present at the
16 counting of ballots at such election;

17 (11) that in the event of a resale of a condominium
18 unit the purchaser of a unit from a seller other than the
19 developer pursuant to an installment contract for purchase
20 shall during such times as he or she resides in the unit be
21 counted toward a quorum for purposes of election of members
22 of the board of managers at any meeting of the unit owners
23 called for purposes of electing members of the board, shall
24 have the right to vote for the election of members of the
25 board of managers and to be elected to and serve on the
26 board of managers unless the seller expressly retains in

1 writing any or all of such rights. In no event may the
2 seller and purchaser both be counted toward a quorum, be
3 permitted to vote for a particular office or be elected and
4 serve on the board. Satisfactory evidence of the
5 installment contract shall be made available to the
6 association or its agents. For purposes of this subsection,
7 "installment contract" shall have the same meaning as set
8 forth in Section 1(e) of the Dwelling Unit Installment
9 Contract Act;

10 (12) the method by which matters subject to the
11 approval of unit owners set forth in this Act, or in the
12 condominium instruments, will be submitted to the unit
13 owners at special membership meetings called for such
14 purposes; and

15 (13) that matters subject to the affirmative vote of
16 not less than 2/3 of the votes of unit owners at a meeting
17 duly called for that purpose, shall include, but not be
18 limited to:

19 (i) merger or consolidation of the association;

20 (ii) sale, lease, exchange, or other disposition
21 (excluding the mortgage or pledge) of all, or
22 substantially all of the property and assets of the
23 association; and

24 (iii) the purchase or sale of land or of units on
25 behalf of all unit owners.

26 (c) Election of a president from among the board of

1 managers, who shall preside over the meetings of the board
2 of managers and of the unit owners.

3 (d) Election of a secretary from among the board of
4 managers, who shall keep the minutes of all meetings of the
5 board of managers and of the unit owners and who shall, in
6 general, perform all the duties incident to the office of
7 secretary.

8 (e) Election of a treasurer from among the board of
9 managers, who shall keep the financial records and books of
10 account.

11 (f) Maintenance, repair and replacement of the common
12 elements and payments therefor, including the method of
13 approving payment vouchers.

14 (g) An association with 30 or more units shall obtain
15 and maintain fidelity insurance covering persons who
16 control or disburse funds of the association for the
17 maximum amount of coverage available to protect funds in
18 the custody or control of the association plus the
19 association reserve fund. All management companies which
20 are responsible for the funds held or administered by the
21 association shall maintain and furnish to the association a
22 fidelity bond for the maximum amount of coverage available
23 to protect funds in the custody of the management company
24 at any time. The association shall bear the cost of the
25 fidelity insurance and fidelity bond, unless otherwise
26 provided by contract between the association and a

1 management company. The association shall be the direct
2 obligee of any such fidelity bond. A management company
3 holding reserve funds of an association shall at all times
4 maintain a separate account for each association,
5 provided, however, that for investment purposes, the Board
6 of Managers of an association may authorize a management
7 company to maintain the association's reserve funds in a
8 single interest bearing account with similar funds of other
9 associations. The management company shall at all times
10 maintain records identifying all moneys of each
11 association in such investment account. The management
12 company may hold all operating funds of associations which
13 it manages in a single operating account but shall at all
14 times maintain records identifying all moneys of each
15 association in such operating account. Such operating and
16 reserve funds held by the management company for the
17 association shall not be subject to attachment by any
18 creditor of the management company.

19 For the purpose of this subsection, a management
20 company shall be defined as a person, partnership,
21 corporation, or other legal entity entitled to transact
22 business on behalf of others, acting on behalf of or as an
23 agent for a unit owner, unit owners or association of unit
24 owners for the purpose of carrying out the duties,
25 responsibilities, and other obligations necessary for the
26 day to day operation and management of any property subject

1 to this Act. For purposes of this subsection, the term
2 "fiduciary insurance coverage" shall be defined as both a
3 fidelity bond and directors and officers liability
4 coverage, the fidelity bond in the full amount of
5 association funds and association reserves that will be in
6 the custody of the association, and the directors and
7 officers liability coverage at a level as shall be
8 determined to be reasonable by the board of managers, if
9 not otherwise established by the declaration or by laws.

10 Until one year after September 21, 1985 (the effective
11 date of Public Act 84-722), if a condominium association
12 has reserves plus assessments in excess of \$250,000 and
13 cannot reasonably obtain 100% fidelity bond coverage for
14 such amount, then it must obtain a fidelity bond coverage
15 of \$250,000.

16 (h) Method of estimating the amount of the annual
17 budget, and the manner of assessing and collecting from the
18 unit owners their respective shares of such estimated
19 expenses, and of any other expenses lawfully agreed upon.

20 (i) That upon 10 days notice to the manager or board of
21 managers and payment of a reasonable fee, any unit owner
22 shall be furnished a statement of his account setting forth
23 the amount of any unpaid assessments or other charges due
24 and owing from such owner.

25 (j) Designation and removal of personnel necessary for
26 the maintenance, repair and replacement of the common

1 elements.

2 (k) Such restrictions on and requirements respecting
3 the use and maintenance of the units and the use of the
4 common elements, not set forth in the declaration, as are
5 designed to prevent unreasonable interference with the use
6 of their respective units and of the common elements by the
7 several unit owners.

8 (l) Method of adopting and of amending administrative
9 rules and regulations governing the operation and use of
10 the common elements.

11 (m) The percentage of votes required to modify or amend
12 the bylaws, but each one of the particulars set forth in
13 this section shall always be embodied in the bylaws.

14 (n) (i) The provisions of this Act, the declaration,
15 bylaws, other condominium instruments, and rules and
16 regulations that relate to the use of the individual unit
17 or the common elements shall be applicable to any person
18 leasing a unit and shall be deemed to be incorporated in
19 any lease executed or renewed on or after August 30, 1984
20 (the effective date of Public Act 83-1271).

21 (ii) With regard to any lease entered into subsequent
22 to July 1, 1990 (the effective date of Public Act 86-991),
23 the unit owner leasing the unit shall deliver a copy of the
24 signed lease to the board or if the lease is oral, a
25 memorandum of the lease, not later than the date of
26 occupancy or 10 days after the lease is signed, whichever

1 occurs first. In addition to any other remedies, by filing
2 an action jointly against the tenant and the unit owner, an
3 association may seek to enjoin a tenant from occupying a
4 unit or seek to evict a tenant under the provisions of
5 Article IX of the Code of Civil Procedure for failure of
6 the lessor-owner to comply with the leasing requirements
7 prescribed by this Section or by the declaration, bylaws,
8 and rules and regulations. The board of managers may
9 proceed directly against a tenant, at law or in equity, or
10 under the provisions of Article IX of the Code of Civil
11 Procedure, for any other breach by tenant of any covenants,
12 rules, regulations or bylaws.

13 (o) The association shall have no authority to forbear
14 the payment of assessments by any unit owner.

15 (p) That when 30% or fewer of the units, by number,
16 possess over 50% in the aggregate of the votes in the
17 association, any percentage vote of members specified
18 herein or in the condominium instruments shall require the
19 specified percentage by number of units rather than by
20 percentage of interest in the common elements allocated to
21 units that would otherwise be applicable and garage units
22 or storage units, or both, shall have, in total, no more
23 votes than their aggregate percentage of ownership in the
24 common elements; this shall mean that if garage units or
25 storage units, or both, are to be given a vote, or portion
26 of a vote, that the association must add the total number

1 of votes cast of garage units, storage units, or both, and
2 divide the total by the number of garage units, storage
3 units, or both, and multiply by the aggregate percentage of
4 ownership of garage units and storage units to determine
5 the vote, or portion of a vote, that garage units or
6 storage units, or both, have. For purposes of this
7 subsection (p), when making a determination of whether 30%
8 or fewer of the units, by number, possess over 50% in the
9 aggregate of the votes in the association, a unit shall not
10 include a garage unit or a storage unit.

11 (q) That a unit owner may not assign, delegate,
12 transfer, surrender, or avoid the duties,
13 responsibilities, and liabilities of a unit owner under
14 this Act, the condominium instruments, or the rules and
15 regulations of the Association; and that such an attempted
16 assignment, delegation, transfer, surrender, or avoidance
17 shall be deemed void.

18 The provisions of this Section are applicable to all
19 condominium instruments recorded under this Act. Any portion of
20 a condominium instrument which contains provisions contrary to
21 these provisions shall be void as against public policy and
22 ineffective. Any such instrument which fails to contain the
23 provisions required by this Section shall be deemed to
24 incorporate such provisions by operation of law.

25 (Source: P.A. 98-1042, eff. 1-1-15; 99-472, eff. 6-1-16;
26 99-567, eff. 1-1-17; 99-642, eff. 7-28-16.)

1 (765 ILCS 605/18.4) (from Ch. 30, par. 318.4)

2 Sec. 18.4. Powers and duties of board of managers. The
3 board of managers shall exercise for the association all
4 powers, duties and authority vested in the association by law
5 or the condominium instruments except for such powers, duties
6 and authority reserved by law to the members of the
7 association. The powers and duties of the board of managers
8 shall include, but shall not be limited to, the following:

9 (a) To provide for the operation, care, upkeep,
10 maintenance, replacement and improvement of the common
11 elements. Nothing in this subsection (a) shall be deemed to
12 invalidate any provision in a condominium instrument
13 placing limits on expenditures for the common elements,
14 provided, that such limits shall not be applicable to
15 expenditures for repair, replacement, or restoration of
16 existing portions of the common elements. The term "repair,
17 replacement or restoration" means expenditures to
18 deteriorated or damaged portions of the property related to
19 the existing decorating, facilities, or structural or
20 mechanical components, interior or exterior surfaces, or
21 energy systems and equipment with the functional
22 equivalent of the original portions of such areas.
23 Replacement of the common elements may result in an
24 improvement over the original quality of such elements or
25 facilities; provided that, unless the improvement is

1 mandated by law or is an emergency as defined in item (iv)
2 of subparagraph (8) of paragraph (a) of Section 18, if the
3 improvement results in a proposed expenditure exceeding 5%
4 of the annual budget, the board of managers, upon written
5 petition by unit owners with 20% of the votes of the
6 association delivered to the board within 30 ~~14~~ days of the
7 board action to approve the expenditure, shall call a
8 meeting of the unit owners within 30 days of the date of
9 delivery of the petition to consider the expenditure.
10 Unless a majority of the total votes of the unit owners are
11 cast at the meeting to reject the expenditure, it is
12 ratified.

13 (b) To prepare, adopt and distribute the annual budget
14 for the property.

15 (c) To levy and expend assessments.

16 (d) To collect assessments from unit owners.

17 (e) To provide for the employment and dismissal of the
18 personnel necessary or advisable for the maintenance and
19 operation of the common elements.

20 (f) To obtain adequate and appropriate kinds of
21 insurance.

22 (g) To own, convey, encumber, lease, and otherwise deal
23 with units conveyed to or purchased by it.

24 (h) To adopt and amend rules and regulations covering
25 the details of the operation and use of the property, after
26 a meeting of the unit owners called for the specific

1 purpose of discussing the proposed rules and regulations.
2 Notice of the meeting shall contain the full text of the
3 proposed rules and regulations, and the meeting shall
4 conform to the requirements of Section 18(b) of this Act,
5 except that no quorum is required at the meeting of the
6 unit owners unless the declaration, bylaws or other
7 condominium instrument expressly provides to the contrary.
8 However, no rule or regulation may impair any rights
9 guaranteed by the First Amendment to the Constitution of
10 the United States or Section 4 of Article I of the Illinois
11 Constitution including, but not limited to, the free
12 exercise of religion, nor may any rules or regulations
13 conflict with the provisions of this Act or the condominium
14 instruments. No rule or regulation shall prohibit any
15 reasonable accommodation for religious practices,
16 including the attachment of religiously mandated objects
17 to the front-door area of a condominium unit.

18 (i) To keep detailed, accurate records of the receipts
19 and expenditures affecting the use and operation of the
20 property.

21 (j) To have access to each unit from time to time as
22 may be necessary for the maintenance, repair or replacement
23 of any common elements or for making emergency repairs
24 necessary to prevent damage to the common elements or to
25 other units.

26 (k) To pay real property taxes, special assessments,

1 and any other special taxes or charges of the State of
2 Illinois or of any political subdivision thereof, or other
3 lawful taxing or assessing body, which are authorized by
4 law to be assessed and levied upon the real property of the
5 condominium.

6 (l) To impose charges for late payment of a unit
7 owner's proportionate share of the common expenses, or any
8 other expenses lawfully agreed upon, and after notice and
9 an opportunity to be heard, to levy reasonable fines for
10 violation of the declaration, by-laws, and rules and
11 regulations of the association.

12 (m) By a majority vote of the entire board of managers,
13 to assign the right of the association to future income
14 from common expenses or other sources, and to mortgage or
15 pledge substantially all of the remaining assets of the
16 association.

17 (n) To record the dedication of a portion of the common
18 elements to a public body for use as, or in connection
19 with, a street or utility where authorized by the unit
20 owners under the provisions of Section 14.2.

21 (o) To record the granting of an easement for the
22 laying of cable television or high speed Internet cable
23 where authorized by the unit owners under the provisions of
24 Section 14.3; to obtain, if available and determined by the
25 board to be in the best interests of the association, cable
26 television or bulk high speed Internet service for all of

1 the units of the condominium on a bulk identical service
2 and equal cost per unit basis; and to assess and recover
3 the expense as a common expense and, if so determined by
4 the board, to assess each and every unit on the same equal
5 cost per unit basis.

6 (p) To seek relief on behalf of all unit owners when
7 authorized pursuant to subsection (c) of Section 10 from or
8 in connection with the assessment or levying of real
9 property taxes, special assessments, and any other special
10 taxes or charges of the State of Illinois or of any
11 political subdivision thereof or of any lawful taxing or
12 assessing body.

13 (q) To reasonably accommodate the needs of a unit owner
14 who is a person with a disability as required by the
15 federal Civil Rights Act of 1968, the Human Rights Act and
16 any applicable local ordinances in the exercise of its
17 powers with respect to the use of common elements or
18 approval of modifications in an individual unit.

19 (r) To accept service of a notice of claim for purposes
20 of the Mechanics Lien Act on behalf of each respective
21 member of the Unit Owners' Association with respect to
22 improvements performed pursuant to any contract entered
23 into by the Board of Managers or any contract entered into
24 prior to the recording of the condominium declaration
25 pursuant to this Act, for a property containing more than 8
26 units, and to distribute the notice to the unit owners

1 within 7 days of the acceptance of the service by the Board
2 of Managers. The service shall be effective as if each
3 individual unit owner had been served individually with
4 notice.

5 (s) To adopt and amend rules and regulations (1)
6 authorizing electronic delivery of notices and other
7 communications required or contemplated by this Act to each
8 unit owner who provides the association with written
9 authorization for electronic delivery and an electronic
10 address to which such communications are to be
11 electronically transmitted; and (2) authorizing each unit
12 owner to designate an electronic address or a U.S. Postal
13 Service address, or both, as the unit owner's address on
14 any list of members or unit owners which an association is
15 required to provide upon request pursuant to any provision
16 of this Act or any condominium instrument.

17 In the performance of their duties, the officers and
18 members of the board, whether appointed by the developer or
19 elected by the unit owners, shall exercise the care required of
20 a fiduciary of the unit owners.

21 The collection of assessments from unit owners by an
22 association, board of managers or their duly authorized agents
23 shall not be considered acts constituting a collection agency
24 for purposes of the Collection Agency Act.

25 The provisions of this Section are applicable to all
26 condominium instruments recorded under this Act. Any portion of

1 a condominium instrument which contains provisions contrary to
2 these provisions shall be void as against public policy and
3 ineffective. Any such instrument that fails to contain the
4 provisions required by this Section shall be deemed to
5 incorporate such provisions by operation of law.

6 (Source: P.A. 98-735, eff. 1-1-15; 99-143, eff. 7-27-15;
7 99-849, eff. 1-1-17.)

8 (765 ILCS 605/18.10 new)

9 Sec. 18.10. Generally accepted accounting principles. An
10 association subject to this Act that consists of 100 or more
11 units shall use generally accepted accounting principles in
12 fulfilling any accounting obligations under this Act.

13 (765 ILCS 605/19) (from Ch. 30, par. 319)

14 Sec. 19. Records of the association; availability for
15 examination.

16 (a) The board of managers of every association shall keep
17 and maintain the following records, or true and complete copies
18 of these records, at the association's principal office:

19 (1) the association's declaration, bylaws, and plats
20 of survey, and all amendments of these;

21 (2) the rules and regulations of the association, if
22 any;

23 (3) if the association is incorporated as a
24 corporation, the articles of incorporation of the

1 association and all amendments to the articles of
2 incorporation;

3 (4) minutes of all meetings of the association and its
4 board of managers for the immediately preceding 7 years;

5 (5) all current policies of insurance of the
6 association;

7 (6) all contracts, leases, and other agreements then in
8 effect to which the association is a party or under which
9 the association or the unit owners have obligations or
10 liabilities;

11 (7) a current listing of the names, addresses, email
12 addresses, telephone numbers, and weighted vote of all
13 members entitled to vote;

14 (8) ballots and proxies related to ballots for all
15 matters voted on by the members of the association during
16 the immediately preceding 12 months, including but not
17 limited to the election of members of the board of
18 managers; and

19 (9) the books and records ~~of account~~ for the
20 association's current and 10 immediately preceding fiscal
21 years, including but not limited to itemized and detailed
22 records of all receipts, ~~and~~ expenditures, and accounts.

23 (b) Any member of an association shall have the right to
24 inspect, examine, and make copies of the records described in
25 subdivisions (1), (2), (3), (4), ~~and~~ (5), (6), and (9) of
26 subsection (a) of this Section, in person or by agent, at any

1 reasonable time or times, at the association's principal
2 office. In order to exercise this right, a member must submit a
3 written request to the association's board of managers or its
4 authorized agent, stating with particularity the records
5 sought to be examined. Failure of an association's board of
6 managers to make available all records so requested within 10
7 ~~30~~ days of receipt of the member's written request shall be
8 deemed a denial.

9 Any member who prevails in an enforcement action to compel
10 examination of records described in subdivisions (1), (2), (3),
11 (4), ~~and (5)~~, (6), and (9) of subsection (a) of this Section
12 shall be entitled to recover reasonable attorney's fees and
13 costs from the association.

14 (c) (Blank).

15 (d) (Blank).

16 (d-5) As used in this Section, "commercial purpose" means
17 the use of any part of a record or records described in
18 subdivisions (7) and (8) of subsection (a) of this Section, or
19 information derived from such records, in any form for sale,
20 resale, or solicitation or advertisement for sales or services.

21 (e) Except as otherwise provided in subsection (g) of this
22 Section, any member of an association shall have the right to
23 inspect, examine, and make copies of the records described in
24 subdivisions (7) and (8) ~~(6), (7), (8), and (9)~~ of subsection
25 (a) of this Section, in person or by agent, at any reasonable
26 time or times but only for a ~~proper~~ purpose that relates to the

1 association, at the association's principal office. In order to
2 exercise this right, a member must submit a written request, to
3 the association's board of managers or its authorized agent,
4 stating with particularity the records sought to be examined.
5 As a condition for exercising this right, the board of managers
6 or authorized agent of the association may require the member
7 to certify in writing that the information contained in the
8 records obtained by the member will not be used by the member
9 for any commercial purpose or for any purpose that does not
10 relate to the association. The board of managers of the
11 association may impose a fine in accordance with item (1) of
12 Section 18.4 upon any person who makes a false certification.
13 ~~and a proper purpose for the request.~~ Subject to the provisions
14 of subsection (g) of this Section, failure of an association's
15 board of managers to make available all records so requested
16 within 10 ~~30 business~~ days of receipt of the member's written
17 request shall be deemed a denial; provided, however, that the
18 board of managers of an association that has adopted a secret
19 ballot election process as provided in Section 18 of this Act
20 shall not be deemed to have denied a member's request for
21 records described in subdivision (8) of subsection (a) of this
22 Section if voting ballots, without identifying unit numbers,
23 are made available to the requesting member within 10 ~~30~~ days
24 of receipt of the member's written request.

25 ~~In an action to compel examination of records described in~~
26 ~~subdivisions (6), (7), (8), and (9) of subsection (a) of this~~

1 ~~Section, the burden of proof is upon the member to establish~~
2 ~~that the member's request is based on a proper purpose.~~ Any
3 member who prevails in an enforcement action to compel
4 examination of records described in subdivisions (7) or (8)
5 ~~(6), (7), (8), and (9)~~ of subsection (a) of this Section shall
6 be entitled to recover reasonable attorney's fees and costs
7 from the association only if the court finds that the board of
8 directors acted in bad faith in denying the member's request.

9 (f) The actual cost to the association of retrieving and
10 making requested records available for inspection and
11 examination under this Section may ~~shall~~ be charged by the
12 association to the requesting member. If a member requests
13 copies of records requested under this Section, the actual
14 costs to the association of reproducing the records may ~~shall~~
15 also be charged by the association to the requesting member.

16 (g) Notwithstanding the provisions of subsection (e) of
17 this Section, unless otherwise directed by court order, an
18 association need not make the following records available for
19 inspection, examination, or copying by its members:

20 (1) documents relating to appointment, employment,
21 discipline, or dismissal of association employees;

22 (2) documents relating to actions pending against or on
23 behalf of the association or its board of managers in a
24 court or administrative tribunal;

25 (3) documents relating to actions threatened against,
26 or likely to be asserted on behalf of, the association or

1 its board of managers in a court or administrative
2 tribunal;

3 (4) documents relating to common expenses or other
4 charges owed by a member other than the requesting member;
5 and

6 (5) documents provided to an association in connection
7 with the lease, sale, or other transfer of a unit by a
8 member other than the requesting member.

9 (h) The provisions of this Section are applicable to all
10 condominium instruments recorded under this Act. Any portion of
11 a condominium instrument that contains provisions contrary to
12 these provisions shall be void as against public policy and
13 ineffective. Any condominium instrument that fails to contain
14 the provisions required by this Section shall be deemed to
15 incorporate the provisions by operation of law.

16 (Source: P.A. 90-496, eff. 8-18-97; 90-655, eff. 7-30-98.)

17 (765 ILCS 605/27) (from Ch. 30, par. 327)

18 Sec. 27. Amendments.

19 (a) If there is any unit owner other than the developer,
20 and unless otherwise provided in this Act, the condominium
21 instruments shall be amended only as follows:

22 (i) upon the affirmative vote of 2/3 of those voting or
23 upon the majority specified by the condominium
24 instruments, provided that in no event shall the
25 condominium instruments require more than a three-quarters

1 vote of all unit owners; and

2 (ii) with the approval of, or notice to, any mortgagees
3 or other lienholders of record, if required under the
4 provisions of the condominium instruments. If the
5 condominium instruments require approval of any mortgagee
6 or lienholder of record and the mortgagee or lienholder of
7 record receives a request to approve or consent to the
8 amendment to the condominium instruments, the mortgagee or
9 lienholder of record is deemed to have approved or
10 consented to the request unless the mortgagee or lienholder
11 of record delivers a negative response to the requesting
12 party within 60 days after the mailing of the request. A
13 request to approve or consent to an amendment to the
14 condominium instruments that is required to be sent to a
15 mortgagee or lienholder of record shall be sent by
16 certified mail.

17 (b) (1) If there is an omission, error, or inconsistency in
18 a condominium instrument, such that a provision of a
19 condominium instrument does not conform to this Act or to
20 another applicable statute, the association may correct the
21 omission, error, or inconsistency to conform the condominium
22 instrument to this Act or to another applicable statute by an
23 amendment adopted by vote of two-thirds of the Board of
24 Managers, without a unit owner vote. A provision in a
25 condominium instrument requiring or allowing unit owners,
26 mortgagees, or other lienholders of record to vote to approve

1 an amendment to a condominium instrument, or for the mortgagees
2 or other lienholders of record to be given notice of an
3 amendment to a condominium instrument, is not applicable to an
4 amendment to the extent that the amendment corrects an
5 omission, error, or inconsistency to conform the condominium
6 instrument to this Act or to another applicable statute.

7 (2) If through a scrivener's error, a unit has not been
8 designated as owning an appropriate undivided share of the
9 common elements or does not bear an appropriate share of the
10 common expenses or that all the common expenses or all of the
11 common elements in the condominium have not been distributed in
12 the declaration, so that the sum total of the shares of common
13 elements which have been distributed or the sum total of the
14 shares of the common expenses fail to equal 100%, or if it
15 appears that more than 100% of the common elements or common
16 expenses have been distributed, the error may be corrected by
17 operation of law by filing an amendment to the declaration
18 approved by vote of two-thirds of the members of the Board of
19 Managers or a majority vote of the unit owners at a meeting
20 called for this purpose which proportionately adjusts all
21 percentage interests so that the total is equal to 100% unless
22 the condominium instruments specifically provide for a
23 different procedure or different percentage vote by the owners
24 of the units and the owners of mortgages thereon affected by
25 modification being made in the undivided interest in the common
26 elements, the number of votes in the unit owners association or

1 the liability for common expenses appertaining to the unit.

2 (3) If an omission or error or a scrivener's error in the
3 declaration, bylaws or other condominium instrument is
4 corrected by vote of two-thirds of the members of the Board of
5 Managers pursuant to the authority established in paragraphs
6 (1) or (2) of this subsection (b) ~~subsections (b) (1) or (b) (2)~~
7 ~~of Section 27 of this Act~~, the Board upon written petition by
8 unit owners with 20 percent of the votes of the association
9 filed within 30 days of the Board action shall call a meeting
10 of the unit owners within 30 days of the filing of the petition
11 to consider the Board action. Unless a majority of the votes of
12 the unit owners of the association are cast at the meeting to
13 reject the action, it is ratified whether or not a quorum is
14 present.

15 (4) The procedures for amendments set forth in this
16 subsection (b) cannot be used if such an amendment would
17 materially or adversely affect property rights of the unit
18 owners unless the affected unit owners consent in writing. This
19 Section does not restrict the powers of the association to
20 otherwise amend the declaration, bylaws, or other condominium
21 instruments, but authorizes a simple process of amendment
22 requiring a lesser vote for the purpose of correcting defects,
23 errors, or omissions when the property rights of the unit
24 owners are not materially or adversely affected.

25 (5) If there is an omission or error in the declaration,
26 bylaws, or other condominium instruments, which may not be

1 corrected by an amendment procedure set forth in paragraphs (1)
2 and (2) of this subsection (b) ~~of Section 27~~ in the declaration
3 then the Circuit Court in the County in which the condominium
4 is located shall have jurisdiction to hear a petition of one or
5 more of the unit owners thereon or of the association, to
6 correct the error or omission, and the action may be a class
7 action. The court may require that one or more methods of
8 correcting the error or omission be submitted to the unit
9 owners to determine the most acceptable correction. All unit
10 owners in the association must be joined as parties to the
11 action. Service of process on owners may be by publication, but
12 the plaintiff shall furnish all unit owners not personally
13 served with process with copies of the petition and final
14 judgment of the court by certified mail return receipt
15 requested, at their last known address.

16 (6) Nothing contained in this Section shall be construed to
17 invalidate any provision of a condominium instrument
18 authorizing the developer to amend a condominium instrument
19 prior to the latest date on which the initial membership
20 meeting of the unit owners must be held, whether or not ~~not~~ it
21 has actually been held, to bring the instrument into compliance
22 with the legal requirements of the Federal National Mortgage
23 Association, the Federal Home Loan Mortgage Corporation, the
24 Federal Housing Administration, the United States Veterans
25 Administration or their respective successors and assigns.

26 (Source: P.A. 98-282, eff. 1-1-14; 99-472, eff. 6-1-16; revised

1 9-1-16.)

2 (765 ILCS 605/31) (from Ch. 30, par. 331)

3 Sec. 31. Subdivision or combination of units.

4 (a) As used in this Section, "combination of any units"
5 means any 2 or more residential units to be used as a single
6 unit as shown on the plat or amended plat, which may involve,
7 without limitation, additional exclusive use of a portion of
8 the common elements within the building adjacent to the
9 combined unit (for example, without limitation, the use of a
10 portion of an adjacent common hallway).

11 (b) Unless the condominium instruments expressly prohibit
12 the subdivision or combination of any units, and subject to
13 additional limitations provided by the condominium
14 instruments, the owner or owners may, at their own expense,
15 subdivide or combine and locate or relocate common elements
16 affected or required thereby, in accordance with the provisions
17 of the condominium instruments and the requirements of this
18 Act. The owner or owners shall make written application to the
19 board of managers, requesting an amendment to the condominium
20 instruments, setting forth in the application a proposed
21 reallocation to the new units of the percentage interest in the
22 common elements, and setting forth whether the limited common
23 elements, if any, previously assigned to the unit to be
24 subdivided should be assigned to each new unit or to fewer than
25 all of the new units created and requesting, if desired in the

1 event of a combination of any units, that the new unit be
2 granted the exclusive right to use as a limited common element,
3 a portion of the common elements within the building adjacent
4 to the new unit. If the transaction is approved by a majority
5 of the board of managers, it shall be effective upon (1)
6 recording of an amendment to condominium instruments in
7 accordance with the provisions of Sections 5 and 6 of this Act,
8 and (2) execution by the owners of the units involved.

9 (c) In the event of a combination of any units, the
10 amendment under subsection (b) may grant the owner of the
11 combined unit the exclusive right to use, as a limited common
12 element, a portion of the common elements within the building
13 adjacent to the new unit. The request for the amendment shall
14 be granted and the amendment shall grant this exclusive right
15 to use as a limited common element if the following conditions
16 are met:

17 (1) the common element for which the exclusive right to
18 use as a limited common element is sought is not necessary
19 or practical for use by the owners of any units other than
20 the owner or owners of the combined unit; and

21 (2) the owner or owners of the combined unit are
22 responsible for any and all costs associated with the
23 renovation, modification, or other adaptation performed as
24 a result of the granting of the exclusive right to use as a
25 limited common element.

26 (d) If the combined unit is divided, part of the original

1 combined unit is sold, and the grant of the exclusive right to
2 use as a limited common element is no longer necessary,
3 practical, or appropriate for the use and enjoyment of the
4 owner or owners of the original combined unit, the board may
5 terminate the grant of the exclusive right to use as a limited
6 common element and require that the owner or owners of the
7 original combined unit restore the common area to its condition
8 prior to the grant of the exclusive right to use as a limited
9 common element. If the combined unit is sold without being
10 divided, the grant of the exclusive right to use as a limited
11 common element shall apply to the new owner or owners of the
12 combined unit, who shall assume the rights and responsibilities
13 of the original owner or owners.

14 (e) Under this Section, the exclusive right to use as a
15 limited common element any portion of the common elements that
16 is not necessary or practical for use by the owners of any
17 other units is not a diminution of the ownership interests of
18 all other unit owners requiring unanimous consent of all unit
19 owners under subsection (e) of Section 4 of this Act or any
20 percentage set forth in the condominium instruments.

21 (f) Notwithstanding Section 27 of this Act and any other
22 amendment provisions set forth in the condominium instruments,
23 an amendment pursuant to this Section is effective if it meets
24 the requirements set forth in this Section.

25 (Source: P.A. 90-199, eff. 7-24-97.)"